

NORTH CAROLINA

DURHAM COUNTY

RELEASE OF ALL CLAIMS

This Release of All Claims is being made and executed on the day hereinafter set forth by Lance L. Swick (at times referred to as "Undersigned", "Plaintiff", or "Releasor").

Whereas, Lance L. Swick has asserted claims against James Wilde and the Town of Chapel Hill to recover compensation for alleged injuries and damages, the alleged violation of his rights, costs, and other expenses, fees, and losses alleged to have been sustained by Lance L. Swick in 2007 during a series of arrests and other events involving James Wilde who was employed at said time as a police officer with the Town of Chapel Hill; said claims being set forth in more detail in the Complaint filed by Lance L. Swick in the United States District Court for the Middle District of North Carolina entitled "*Dr. Lance L. Swick, Plaintiff, v. James Wilde, Randi Mason, Leo Vereen, Christopher Blue and the Town of Chapel Hill, Defendants,*" said action bearing Civil Action Number 1:10 CV 303; and

Whereas, the Undersigned acknowledges that all allegations of wrongdoing, proximate cause, and damages have been expressly denied and defended in the above noted action by James Wilde and the Town of Chapel Hill; and

Whereas, the Undersigned further acknowledges that all claims against Randi Mason, Leo Vereen, and Christopher Blue (who were originally named as a defendants in

the above noted action) have already been dismissed by the Court with prejudice and without payment being made by or on their behalf; and

Whereas, in order to end the above noted litigation and avoid further costs and litigation, James Wilde and the Town of Chapel Hill have compromised and settled the remaining claims of Lance L. Swick against them for all injuries, damages, violation of rights, costs, fees, and losses sustained or alleged to have been sustained by the Undersigned in connection with the events, arrests, and claims referred to above, said claims including but not limited to past, present, or future claims, demands, obligations, actions, causes of action, appeals, suits at law or in equity of any kind, based upon any theory of recovery, including all claims for damages, costs, medical bills, personal injuries, wrongful death, reduced life expectancy, permanent injuries, psychological injuries, emotional distress, wrongful arrest, violation of rights, loss of services, loss of consortium, loss of society, loss of earnings, lost income, lost wages, lost earning capacity, reputational loss, attorney fees, travel, and other expenses and compensation of any kind, and including but not limited to any claims based on agency, vicarious liability, and respondeat superior, which Lance L. Swick now has or might have in the future against James Wilde and the Town of Chapel Hill and its past and current officers and employees, including the individuals and defendants identified above, arising or to arise from the matters described herein, and specifically including all said claims and damages referred to in the civil action filed by the Undersigned referred to above.

NOW, THEREFORE, AND IN CONSIDERATION of the sum of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00), the receipt

of which is hereby acknowledged, the Undersigned Lance L. Swick does hereby forever release, acquit, and discharge James Wilde and the Town of Chapel Hill, as well as their past and present heirs, executors, administrators, personal representatives, affiliated entities, directors, corporations, professional associations, agents, servants, employees, officers, officials, boards, and councils, and all insurers and risk pool carriers, successors, predecessors, and assigns (again hereinafter referred to collectively as "Releasees" and/or "Payors"), from any and all claims including but not limited to all past, present, or future claims, demands, obligations, actions, causes of action, appeals, and suits at law or in equity of whatsoever kind, rights, damages, costs, medical bills, personal injuries, permanent injuries, psychological injuries, emotional distress, reputational injuries, wrongful arrest, violation of rights, wrongful death, reduced life expectancy, loss of services, loss of consortium, loss of society, loss of earnings, punitive damages, lost wages, lost income, lost earning capacity, attorney fees, travel, and other expenses and compensation of any kind, which Lance L. Swick now has, or might have in the future, against the Releasees and Payors herein arising or to arise from the matters described herein.

The Undersigned agrees and acknowledges that this settlement is a compromise of disputed claims and that the payments being made herein are not in any manner to be construed as an admission of liability on the part of the Releasees and Payors noted herein, such liability being expressly denied by them.

The Undersigned further declares that the terms of this settlement are completely and fully understood and voluntarily accepted for the purpose of making a full and final

compromise, adjustment, and settlement of any and all claims, disputed or otherwise, against the Releasees and Payors herein arising from the matters asserted and referred to herein, and for the express purpose of precluding any further additional claims or demands against the Releasees and Payors herein by the Undersigned, or anyone acting on behalf of or serving as a guardian or representative of the Undersigned, flowing from the matters, things, and events set forth above. The Undersigned does hereby stipulate and agree to indemnify and to hold forever harmless said Releasees and Payors against any and all claims, demands, or actions which may hereinafter at any time be made or instituted against said Releasees or Payors by any other person, representative, or guardian acting on behalf of the Undersigned for the purpose of enforcing a claim against the Releasees or Payors herein arising out of the matters described herein.

The Undersigned warrants that he has had an opportunity to investigate any statements or representations made by the parties released, and/or their legal representatives or insurers, whether such statements were made in pleadings, through discovery responses, during deposition testimony, during settlement negotiations, or through other verbal or written communications. The Undersigned warrants that no promise or inducement to settle has been offered except as herein set forth; that this Release is executed by the Undersigned without reliance upon any statement or representation (whether true or untrue / verified or unverified) by the parties released, or their representatives, concerning the nature and extent of the injuries and/or damages and/or legal liability therefore; and that the Undersigned is of legal age and has legal authority to execute this Release and accept full responsibility therefore. The

Undersigned is under no legal disability, can read and understand the English language, and has full capacity to execute this Release. The Undersigned understands that this is a general release. The Undersigned has been represented by counsel of his choosing at all times in this matter and had the opportunity to review this Release with counsel. The Undersigned warrants that he is entering into this Release based upon his own assessment of the claims and/or based upon the advice of his own counsel and legal representation.

The Undersigned further warrants and represents that there are no existing liens of which he is aware in favor of any health service provider or other entity or agency from which payment is due from the settlement proceeds described above or for which a claim exists by virtue of medical services provided to the Undersigned; or in the event that any such lien or claim does exist, the Undersigned warrants and represents that all such liens known by the Undersigned or his counsel to exist prior to the disbursement of proceeds of this settlement, including but not limited to all liens of Medicare, and/or Medicaid, if any, shall be fully compromised, settled, paid, or otherwise satisfied by express agreement with any such health service provider prior to the distribution of the settlement proceeds referred to herein.

The Undersigned warrants and agrees that he will execute a Stipulation of Dismissal with Prejudice of the claims against James Wilde and the Town of Chapel Hill, and that the Undersigned's counsel of record will file said Stipulation of Dismissal with Prejudice with the appropriate court after receipt of but prior to the disbursement of the settlement amount referenced herein.

This Release shall be construed and interpreted in accordance with the laws of the State of North Carolina.

The Undersigned represents and states that he has carefully read the foregoing Release, that he knows the contents thereof, and that he has signed it as his free and voluntary act.

This the 14th day of January, 2014.



LANCE L. SWICK

NORTH CAROLINA

COUNTY OF Durham

I, Samantha J. Ekstrand, Notary Public, do hereby certify that LANCE L. SWICK personally appeared before me this day and acknowledged his execution of the foregoing Release for the purposes therein expressed. It is further certified that LANCE L. SWICK has read the foregoing Release, fully understands the terms thereof, and has executed the same.

Subscribed and sworn to before me by LANCE L. SWICK,

This 14th day of January, 2014.

Samantha J. Ekstrand, NOTARY PUBLIC (Printed/Typed
Name)

Samantha J. Ekstrand, NOTARY PUBLIC (Signature)

My commission expires: 2-22-14

